

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

ADVANCED TRANSACTIONS, LLC,

Plaintiff,

v.

AMERICAN AIRLINES, INC.,

Defendant.

Case No. 4:23-cv-00558

Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Advanced Transactions, LLC (“Advanced Transactions”) files this Complaint against American Airlines, Inc. for infringement of United States Patent Nos.: 6,986,460 and RE 43,351 (the “Patents-in-Suit”), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*

THE PARTIES

2. Advanced Transactions is a limited liability company organized under laws of the State of Georgia with its principal place of business situated at the Day Building, Suite 230, 4725 Peachtree Corners Circle, Peachtree Corners, GA 30092.

3. On information and belief, defendant American Airlines, Inc. is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at One Skyview Drive, Fort Worth, Texas 76155.

4. On information and belief, American Airlines, Inc. may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Inc., 211 East 7th Street, Suite 620, Austin, Texas 78701 or anywhere it may be found.

5. American Airlines, Inc. has been authorized to do business in the State of Texas and the Eastern District of Texas since at least June 13, 1934, under Texas SoS File Number 0000816206.

6. On information and belief, American Airlines, Inc. (hereinafter “American Airlines” or “Defendant”) sold and offered to sell products and services throughout Texas, including in this judicial district, as well as throughout the United States, and introduced products and services that performed infringing processes into the stream of commerce knowing that they would be used, offered for sale, or sold in this judicial district and elsewhere in the United States.

7. On information and belief, American Airlines has made, used, offered to sell and/or sold products and services, including the following specifically accused

products and services: (1) Inflight Wi-Fi;¹ (2) U.S Domestic Wi-Fi;² (3) All-Day Pass;³ (4) Traveler Pass;⁴ (5) International Wi-Fi;⁵ (6) AAInFlight.com;⁶ (7) AA.com/wifi; (8) current or legacy products or services, which have used, one or more of the foregoing products and services as a component product or component service; (9) combinations of products and/or services comprising, in whole or in part, two or more of the foregoing products and services; and (10) all other current or legacy products and services imported, made, used, sold, or offered for sale by American Airlines that have operated in a substantially similar manner as the above-listed products and services. (As used herein, one or more of the foregoing products and services are individually and collectively referred to as the accused “American Airlines WI-FI Products and Services”).

¹ See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

² See e.g., <https://www.aa.com/reservation/orderWifiMenuAll.do?recordLocator=PLDELT&path=ViewReservation&wifiType=wifiAll>.

³ See e.g., <https://www.aa.com/reservation/orderWifiMenuAll.do?recordLocator=PLDELT&path=ViewReservation&wifiType=wifiAll>.

⁴ See e.g., <https://www.aa.com/reservation/orderWifiMenuAll.do?recordLocator=PLDELT&path=ViewReservation&wifiType=wifiAll>.

⁵ See e.g., <https://www.aa.com/reservation/orderWifiMenuAll.do?recordLocator=PLDELT&path=ViewReservation&wifiType=wifiAll>.

⁶ See e.g., <https://inflightwifi.one/aainflight/>; <https://support.aainflight.com>.

8. On information and belief, American Airlines, as well as the hardware and software components comprising the American Airlines Wi-Fi Products and Services and/or that enabled the American Airlines Wi-Fi Products and Services to operate, including but not limited to servers, server software, webserver software, webserver hardware, airplane-based hardware and software; ground-based hardware and software; payment processing hardware; payment processing software; network connectivity hardware and software; website client software, mobile computing device client application software, network routers, network switches, network hubs, WIFI access point hardware, WIFI access point software, point-of-sale hardware, point-of-sale software, wireless antennas, satellite antennas, air-to-ground antennas, back-end hardware, back-end software, cloud-based software, cloud-based hardware, and other hardware and software computing systems and components (individually and collectively referred to herein as the accused “American Airlines Wi-Fi System”), infringed (literally and/or under the doctrine of equivalents) at least one claim of each of the Patents-in-Suit.

JURISDICTION AND VENUE

9. This Court has personal jurisdiction over American Airlines because it committed acts of infringement in this judicial district in violation of 35 U.S.C. § 271(a). In particular, on information and belief, American Airlines has made, used, offered to sell access to, and/or sold access to the accused American Airlines Wi-Fi Products and Services in the Eastern District of Texas, and has made, used, offered to sell access to,

and/or sold access to the American Airlines Wi-Fi System in the Eastern District of Texas.

10. On information and belief, American Airlines is subject to the Court's jurisdiction because it regularly conducts and solicits business, or otherwise engages in other persistent courses of conduct in this judicial district, and/or derived substantial revenue from the use, sale, and distribution of goods and services, including but not limited to the accused American Airlines Wi-Fi Products and Services provided to individuals and businesses in the Eastern District of Texas.

11. On information and belief, American Airlines infringed the patents-in-suit in the Eastern District of Texas, at least, by making, using, offering to sell access to, and/or selling access to the accused American Airlines Wi-Fi Products and Services in the Eastern District of Texas, and its making, use, offering to sell access to, and/or selling access to the American Airlines Wi-Fi System.

12. On information and belief, American Airlines is a major US-based airline and operates at least 346 ticket counters in 62 countries.

13. Indeed, on information and belief, American Airlines operates ticket counters in at least 26 airports in the State of Texas alone,⁷ with airline services originating in and operating in the skies above this judicial district.

14. Further, this Court has personal jurisdiction over American Airlines because it has engaged, and continues to engage, in continuous, systematic, and

⁷ See <https://www.aa.com/booking/find-flights?tripType=roundTrip>.

substantial activities within this State, including the substantial marketing and sale of products and services within this State and this District. Indeed, this Court has personal jurisdiction over American Airlines because it has committed acts giving rise to Advanced Transactions' claims for patent infringement within and directed to this District, has derived substantial revenue from its goods and services provided to individuals in this State and this District, and maintains regular and established places of business in this District, including at least its airplanes, operations centers, terminals, ticket counters, and other places of business used to facilitate flights to and from the Tyler Pounds Regional Airport in Tyler, TX and the Jack Brooks Regional Airport in Beaumont/Port Arthur, TX.

15. On information and belief, personal jurisdiction is appropriate in this Judicial District because American Airlines has availed itself of the Courts in this Judicial District, including, at least, by its filing of counterclaims in this Judicial District.

16. On information and belief, the accused American Airlines Wi-Fi Products and Services and/or the American Airlines Wi-Fi System were used, sold and offered for sale by American Airlines, or its agents, on board American Airlines airplanes, including those airplanes located in the Eastern District of Texas.

17. On information and belief, American Airlines customers located in the Eastern District of Texas have obtained access to and used the accused American Airlines Wi-Fi Products and Services and/or the American Airlines Wi-Fi System while located in the Eastern District of Texas.

18. The Court has personal jurisdiction over American Airlines at least because it has continuous business contacts in the State of Texas and in the Eastern District of Texas; American Airlines has engaged in business activities including transacting business in the Eastern District of Texas and purposefully directing its business activities, including the sale or the offering for sale of the American Airlines Wi-Fi Products and Services into the Eastern District of Texas.

19. This Court has personal jurisdiction over American Airlines because, *inter alia*, American Airlines, on information and belief: (1) has committed acts of patent infringement in this Eastern District of Texas; (2) maintains a regular and established place of business in the Eastern District of Texas; (3) has substantial, continuous, and systematic contacts with this State and the Eastern District of Texas; (4) owns, manages, and operates facilities in this State and the Eastern District of Texas; (5) enjoys substantial income from its operations and sales in this State and the Eastern District of Texas; (6) employs Texas residents in this State and the Eastern District of Texas, and (7) solicits business related to the accused American Airlines Wi-Fi Products and Services and American Airlines Wi-Fi System in this State and the Eastern District of Texas.

20. On information and belief, American Airlines solicited Texas-based customers for its infringing products and services, including American Airlines' Wi-Fi Products and Services in the State of Texas and in this Judicial District.

21. Venue is proper pursuant to 28 U.S.C. §§ 1391(b), (c), (d) and/or 1400(b), at least because American Airlines, has committed acts of infringement in this judicial district, and has regular and established places of business in this judicial district.

22. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b) because American Airlines has regular and established places of business in the District, including the operations centers, terminals, ticket counters, airplanes, and other equipment and facilities at the Tyler Pounds Regional Airport and the Jack Brooks Regional Airport. Venue is further proper in this District because American Airlines has directly infringed the patents-in-suit in this District. American Airlines has conducted business in this District, including marketing and providing the American Airlines' Wi-Fi Products and Services to customers located in this District. Moreover, American Airlines' activities and the actions of the American Airlines' Wi-Fi Products and Services in this District constituted substantial infringements of the patents-in-suit.

United States Patent No. 6,986,460

23. On January 17, 2006, the USPTO duly and legally issued United States Patent No. 6,986,460 ("the '460 patent") entitled "Credit Card Validation for an Interactive Wireless Network" to inventor Royce D. Jordan, Jr.

24. The '460 patent is presumed valid under 35 U.S.C. § 282.

25. Advanced Transactions owns all rights, title, and interest in the '460 patent.

26. Advanced Transactions has not granted American Airlines an approval, an authorization, or a license to the rights under the '460 patent.

27. The '460 patent relates to, among other things, a system for validating a credit card over a wireless network.

28. The claimed invention(s) of the '460 patent sought to solve problems with, and improve upon, existing credit card validation systems. For example, the '460 patent states:

Credit card validation requires a predetermined arrangement with various credit card validation agencies. For example, Internet online vendors and consumers use credit card validation services such as PAYPAL to enable users (*e.g.*, vendors or consumers) with an e-mail address to send and receive credit card payments online. The PAYPAL validation service uses existing infrastructures of bank accounts and credit cards to create a global real-time payment for its users. There are, however, no credit card validation services that provide a communication link over an interactive wireless network for subscribers to the network. For example, there are no credit card validation services that allow a user to obtain credit card validation using a wireless device over an interactive wireless network without requiring specialized applications and integration. Therefore, there is a need in the art to provide a wireless credit card validation service that operates over an interactive wireless network that allows a wireless user to obtain credit card verification via an interactive message without requiring specialized application development.

See '460 Specification at col. 1, ll. 17-37.

29. The invention(s) claimed in the '460 patent solves various technological problems inherent in the then-existing existing credit validation systems to, among other things, allow wireless users to obtain credit card verification.

United States Patent No. RE43,351

30. On May 8, 2012, the USPTO duly and legally issued United States Patent No. RE43,351 ("the '351 patent") entitled "Credit Card Validation for an Interactive Wireless Network" to inventor Royce D. Jordan, Jr.

31. The '351 patent is presumed valid under 35 U.S.C. § 282.

32. Advanced Transactions owns all rights, title, and interest in the '351 patent.

33. Advanced Transactions has not granted American Airlines an approval, an authorization, or a license to the rights under the '351 patent.

34. The '351 patent relates to, among other things, a method and apparatus for validating a credit card over a wireless network.

35. The specification of the '351 patent is the same as the '460 patent specification, and solves the problems recited above and described in the '460 patent specification.

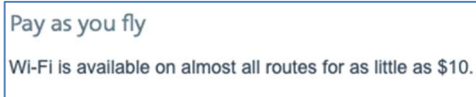
CLAIMS FOR RELIEF

Count I – Infringement of United States Patent No. 6,986,460

36. Advanced Transactions repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

37. On information and belief, American Airlines (or those acting on its behalf) made, used, sold, imported and/or offered to sell the American Airlines Wi-Fi Products and Services; and made, used, sold, sold access to, imported, offered to sell and/or offered to sell access to the American Airlines Wi-Fi System in the United States that infringed (literally and/or under the doctrine of equivalents) at least claim 1 of the '460 patent.

38. On information and belief, one or more components of the American Airlines Wi-Fi System comprise a system for validating a credit card over a wireless network.



See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

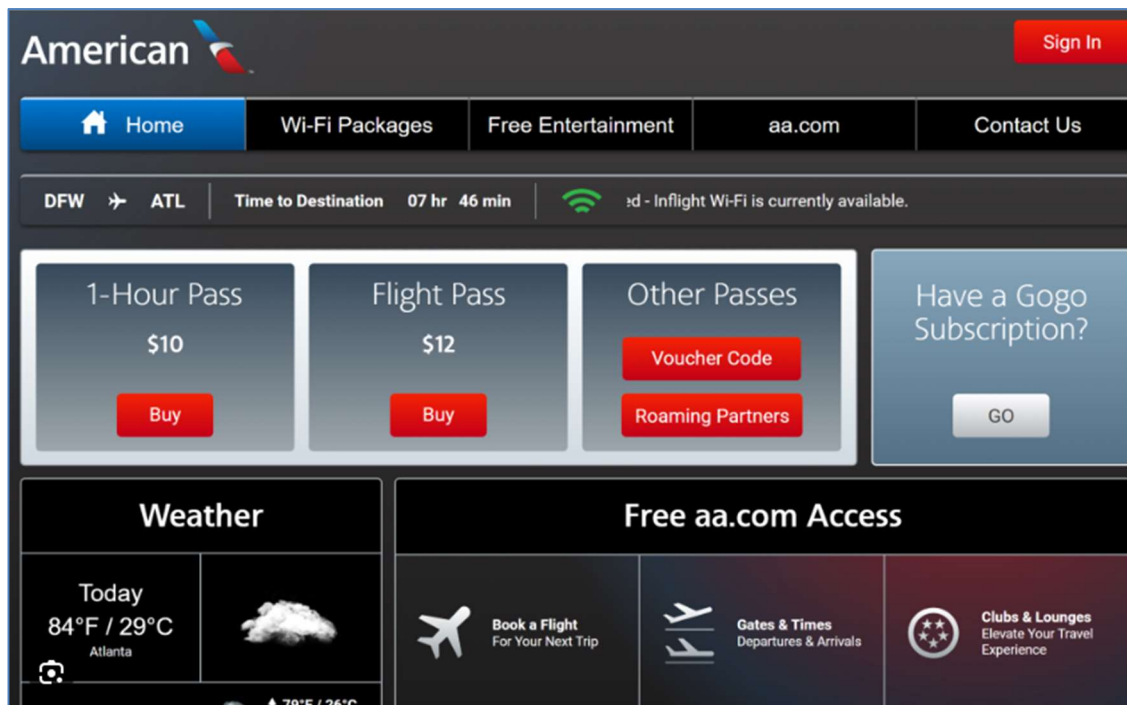
AAdvantage® customer service

When you make purchases, you (a) agree to pay the price set forth for such purchases, and all applicable taxes in connection with your purchase (the "full purchase amount"), and (b) authorize us or our payment processor to charge your credit card or other payment method for the full purchase amount. You acknowledge and agree that we may charge your credit card or other payment method for the full purchase amount on the date of purchase, rather than on the ultimate date of use. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-terms/terms-of-use.jsp>.

To purchase, you must have an AAdvantage® account with a valid stored primary credit or debit card or other supported form of payment ("Credit Card") with a billing address in one of the 50 United States or the District of Columbia. Please note that certain credit or debit cards or other payment forms may not be used for Subscription Plan purchases. Addresses in U.S. territories such as Guam and Puerto Rico do not qualify. Access will start immediately once your purchase is complete.

See e.g., <https://american-wifi-subscription.com/app/ssocp/payment/#/pickapass>.



See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.

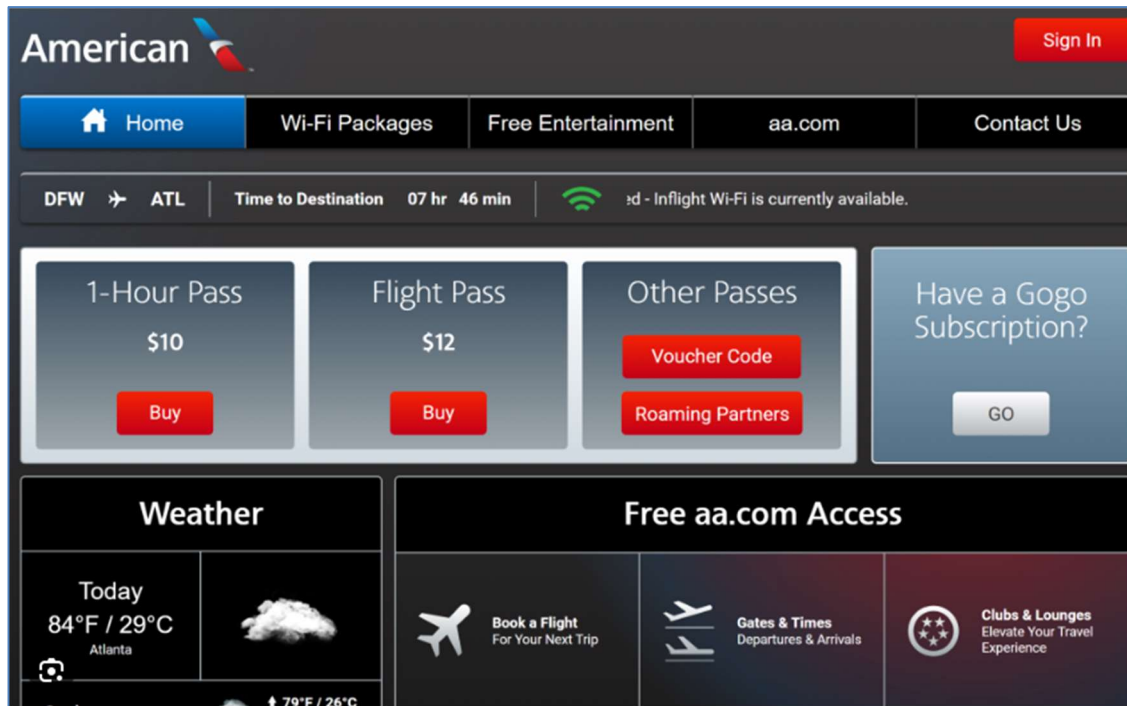
39. On information and belief, one or more components of the American Airlines Wi-Fi System comprise a system for validating a credit card over a wireless network further comprising a wireless communication network (*e.g.*, a wireless communication network installed in an American Airlines airplane), for receiving a request message (*e.g.*, a message initiated through aainflight.com) including credit card information for identifying a credit card (*e.g.*, a credit card number and/or a credit card expiration date associated with a credit card belonging to an American Airlines flight passenger) to be validated from a wireless device (*e.g.*, a wireless device approved for use aboard an American Airlines flight, such as laptop, tablet, or cellphone).



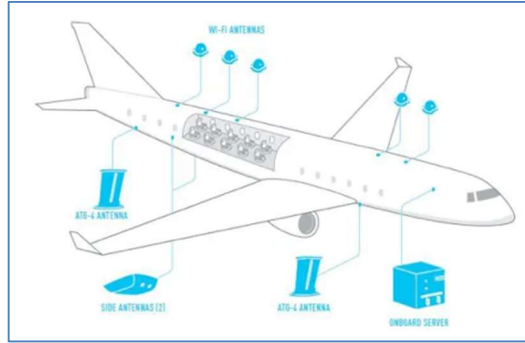
See *e.g.*, <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

40. On information and belief, one or more components of the American Airlines Wi-Fi System comprise a system for validating a credit card over a wireless network further comprising a gateway (*e.g.*, server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example

one or more of webserver(s) in communication with the wireless communication network, (e.g., a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane) wherein the gateway is for receiving the credit card validation request message (e.g., a message initiated through aainflight.com) from the wireless device (e.g., a wireless device approved for use aboard an American Airlines flight, such as laptop, tablet, or cellphone).

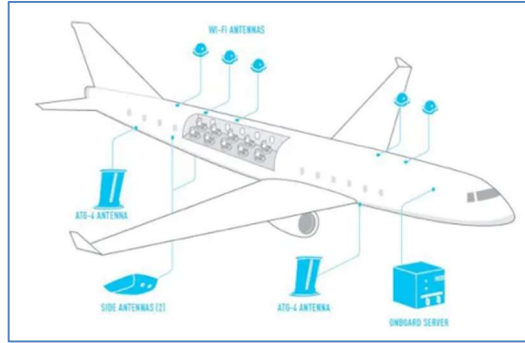


See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.



See e.g., <https://travelradar.aero/wifi-on-board-how-does-in-flight-wifi-work/>.

41. On information and belief, one or more components of the American Airlines Wi-Fi System comprise a system for validating a credit card over a wireless network further comprising an external network (e.g., networking hardware and software installed in, on the sides of, on the bottom of, or on top of American Airlines airplanes related to inflight wireless services, including for example one or more of satellite antennas, air-to-ground antennas, and/or wired networking components such as routers, switches, or hubs) in communication with the gateway (e.g., server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of webserver) for providing credit card validation data to the gateway, (e.g., server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of webserver), wherein the gateway is configured for processing the credit card validation data for sending a credit card validation reply message to the wireless device.



See e.g., <https://travelradar.aero/wifi-on-board-how-does-in-flight-wifi-work/>.

Aircraft	Satellite-based Wi-Fi (fast)	Ground-based Wi-Fi (slow)	Total Fleet
A319 ex-US Airways	93	--	93
A319 Legacy AA (LAA)	32	--	32
A319 ex-Frontier	5	--	5
A320	48	--	48
A321	219	--	219
A321neo	6	--	6
A332	15	--	15
A333	9	--	9
B738	304	--	304
B738 MAX [grounded]	24	--	24
B757	29	5 ^	34
B763	21	--	21
B772	47	--	47
B773	20	--	20
B788	20	--	20
B789	22	--	22
E190	--	20 *	20
MD80	--	28 *	28
Total	914	53	967

See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.

42. On information and belief, one or more components of the American Airlines Wi-Fi System comprise a system for validating a credit card over a wireless

network wherein the gateway (*e.g.*, server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of web servers) comprises a database for storing the credit card validation reply message, (*e.g.*, a message that confirms that a credit card belonging to an American Airlines passenger has been successfully used to pay for one or more American Airlines Wi-Fi Products and Services) and the database has a directory structure for associating the wireless device (*e.g.*, a wireless device approved for use aboard an American Airlines flight, such as laptop, tablet, or cellphone) with the credit card validation reply message.

How to connect to Wi-Fi

Phone or tablet:

1. Enable airplane mode and connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Laptop:

1. Connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Pay as you fly

Wi-Fi is available on almost all routes for as little as \$10.

See *e.g.*, <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

AAdvantage® customer service

When you make purchases, you (a) agree to pay the price set forth for such purchases, and all applicable taxes in connection with your purchase (the "full purchase amount"), and (b) authorize us or our payment processor to charge your credit card or other payment method for the full purchase amount. You acknowledge and agree that we may charge your credit card or other payment method for the full purchase amount on the date of purchase, rather than on the ultimate date of use. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

See e.g. <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-terms/terms-of-use.jsp>.

To purchase, you must have an AAdvantage® account with a valid stored primary credit or debit card or other supported form of payment ("Credit Card") with a billing address in one of the 50 United States or the District of Columbia. Please note that certain credit or debit cards or other payment forms may not be used for Subscription Plan purchases. Addresses in U.S. territories such as Guam and Puerto Rico do not qualify. Access will start immediately once your purchase is complete.

See e.g., <https://american-wifi-subscription.com/app/ssocp/payment/#/pickapass>.

43. Advanced Transactions has been damaged by American Airlines' infringement and suffered damages as a result of this infringement.

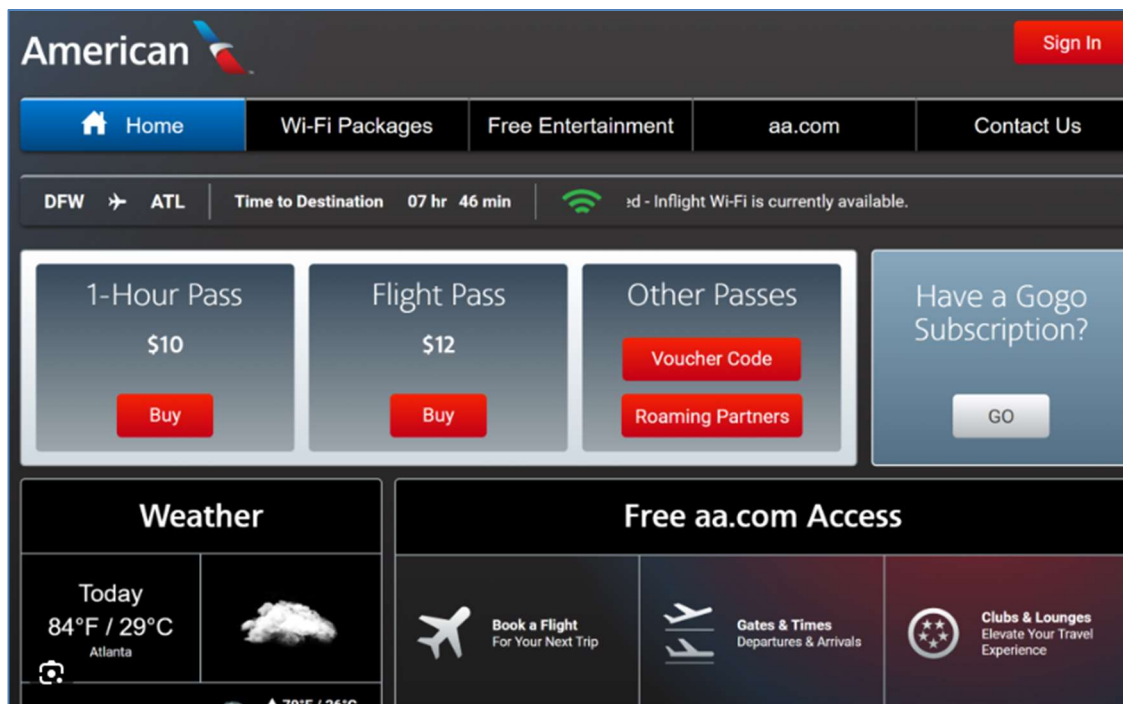
Count II - Infringement of United States Patent No. RE43,351

44. Advanced Transactions repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

45. On information and belief, American Airlines (or those acting on its behalf) made, used, sold, imported and/or offered to sell the American Airlines Wi-Fi Products and Services; and made, used, sold, sold access to, imported, offered to sell and/or offered to sell access to the American Airlines Wi-Fi System in the United States that infringed (literally and/or under the doctrine of equivalents) at least claim 31 of the '351 patent.

46. On information and belief, one or more components of the American Airlines Wi-Fi System practices and provides a method for validating a credit card (e.g., a credit card associated with an account that is used to pay for American Airlines Wi-Fi Products and Services) over a wireless data network (e.g., a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless

antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane).



See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.

How to connect to Wi-Fi

Phone or tablet:

1. Enable airplane mode and connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Laptop:

1. Connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

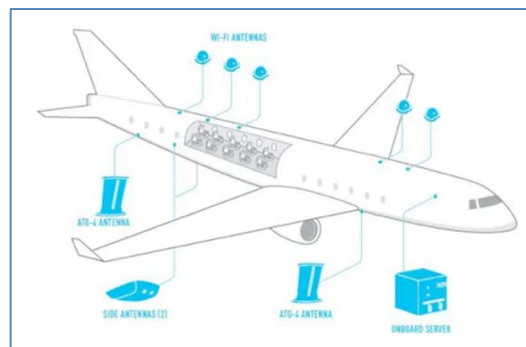
Pay as you fly

Wi-Fi is available on almost all routes for as little as \$10.

See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

47. On information and belief, one or more components of the American Airlines Wi-Fi System practices and provides a method for validating a credit card (*e.g.*, a credit card associated with an account that is used to pay for American Airlines Wi-Fi Products and Services) over a wireless data network (*e.g.*, a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane) comprising the step of processing credit card information (*e.g.*, a credit card number and/or a credit card expiration date associated with a credit card belonging to an American Airlines flight passenger) associated with a credit card to be validated at a wireless communication gateway (*e.g.*, server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of webserver) to be in communication with a wireless data network (*e.g.*, a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane), the gateway configured to process credit card validation data to be received from an external network (*e.g.*, networking hardware and software installed in, on the sides of, on the bottom of, or on top of American Airlines airplanes related to inflight wireless services, including for example one or more of satellite antennas, air-to-ground antennas, and/or wired networking components such as routers, switches, or hubs), the gateway to send a credit card validation reply message (*e.g.*, a message that confirms that a credit card belonging to an American

Airlines passenger has been successfully used to pay for one or more American Airlines Wi-Fi Products and Services) to a wireless device (*e.g.*, a wireless device approved for use aboard an American Airlines flight, such as laptop, tablet, or cellphone) in communication with the wireless network in response to receiving a credit card validation request message from the wireless device, the request message including the credit card information for identifying the credit card to be validated.



See *e.g.*, <https://travelradar.aero/wifi-on-board-how-does-in-flight-wifi-work/>.

How to connect to Wi-Fi

Phone or tablet:

1. Enable airplane mode and connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Laptop:

1. Connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Pay as you fly

Wi-Fi is available on almost all routes for as little as \$10.

See *e.g.*, <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

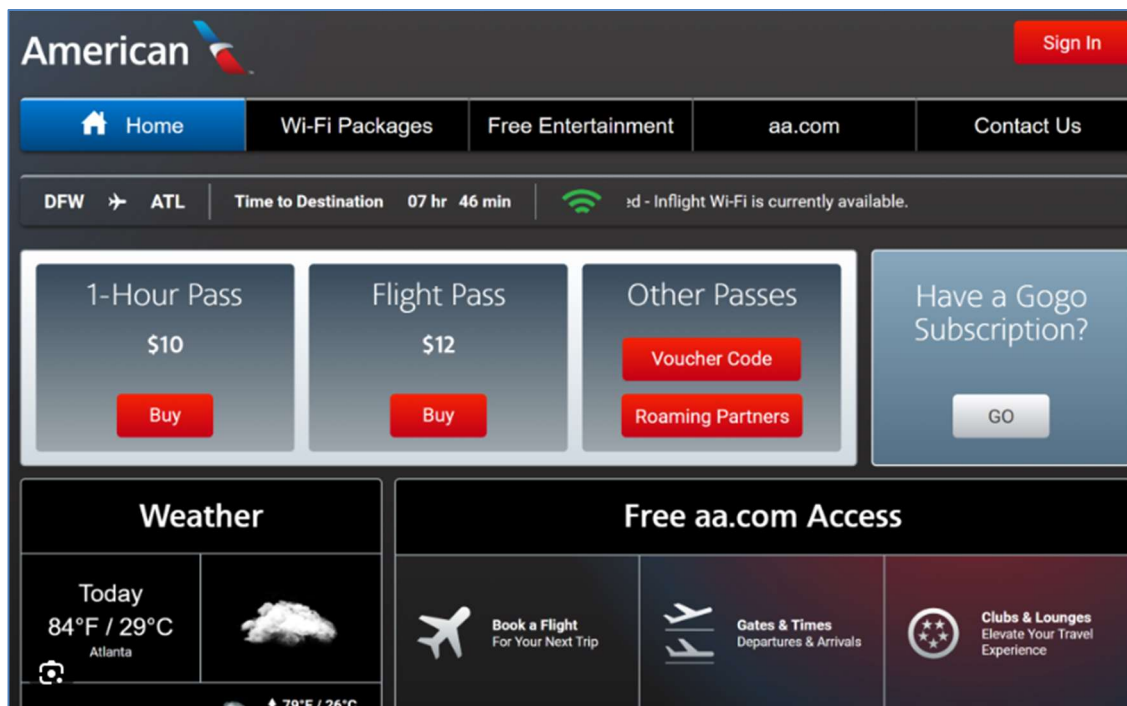
AAdvantage® customer service

When you make purchases, you (a) agree to pay the price set forth for such purchases, and all applicable taxes in connection with your purchase (the "full purchase amount"), and (b) authorize us or our payment processor to charge your credit card or other payment method for the full purchase amount. You acknowledge and agree that we may charge your credit card or other payment method for the full purchase amount on the date of purchase, rather than on the ultimate date of use. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

See e.g. <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-terms/terms-of-use.jsp>.

To purchase, you must have an AAdvantage® account with a valid stored primary credit or debit card or other supported form of payment ("Credit Card") with a billing address in one of the 50 United States or the District of Columbia. Please note that certain credit or debit cards or other payment forms may not be used for Subscription Plan purchases. Addresses in U.S. territories such as Guam and Puerto Rico do not qualify. Access will start immediately once your purchase is complete.

See e.g., <https://american-wifi-subscription.com/app/ssocp/payment/#/pickapass>.



See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.

48. On information and belief, one or more components of the American Airlines Wi-Fi System practices and provides a method for validating a credit card (e.g., a credit card associated with an account that is used to pay for American Airlines Wi-Fi

Products and Services) over a wireless data network (*e.g.*, a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane), wherein the credit card information (*e.g.*, a credit card number and/or a credit card expiration date associated with a credit card belonging to an American Airlines flight passenger) is to be processed at the gateway (*e.g.*, server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of webserver) by a software application developed independently of external credit card validation processes to be provided remotely from the gateway (*e.g.*, credit card validation processes carried out remotely by the entity that issued the credit card used to pay for American Airlines Wi-Fi Products and Services).

AAdvantage® customer service

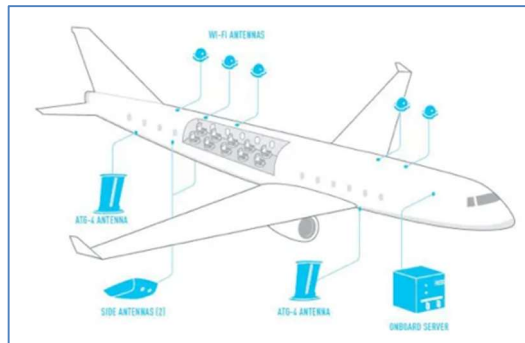
When you make purchases, you (a) agree to pay the price set forth for such purchases, and all applicable taxes in connection with your purchase (the "full purchase amount"), and (b) authorize us or our payment processor to charge your credit card or other payment method for the full purchase amount. You acknowledge and agree that we may charge your credit card or other payment method for the full purchase amount on the date of purchase, rather than on the ultimate date of use. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

See *e.g.*, <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-terms/terms-of-use.jsp>.

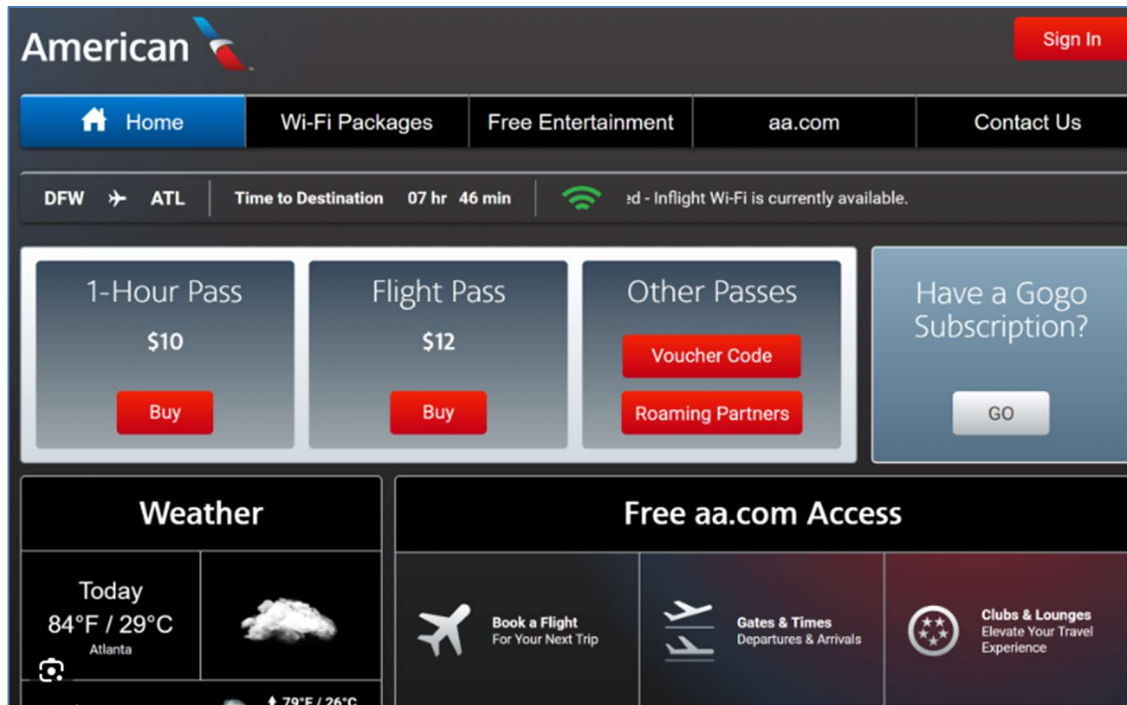
To purchase, you must have an AAdvantage® account with a valid stored primary credit or debit card or other supported form of payment ("Credit Card") with a billing address in one of the 50 United States or the District of Columbia. Please note that certain credit or debit cards or other payment forms may not be used for Subscription Plan purchases. Addresses in U.S. territories such as Guam and Puerto Rico do not qualify. Access will start immediately once your purchase is complete.

See *e.g.*, <https://american-wifi-subscription.com/app/ssocp/payment/#/pickapass>.

49. On information and belief, one or more components of the American Airlines Wi-Fi System practices and provides a method for validating a credit card (*e.g.*, a credit card associated with an account that is used to pay for American Airlines Wi-Fi Products and Services) over a wireless data network (*e.g.*, a Wi-Fi network that operates inside an American Airlines airplane comprising wireless access points, wireless antennas, and/or wired networking components such as routers, switches, or hubs installed inside an American Airlines airplane) comprising the step of storing the credit card validation reply message (*e.g.*, a message that confirms that a credit card belonging to an American Airlines flight passenger has been successfully used to pay for one or more American Airlines Wi-Fi Products and Services) in a database associated with the gateway (*e.g.*, server hardware and software installed in American Airlines airplanes related to inflight wireless services, including for example one or more of webserver).



See *e.g.*, <https://travelradar.aero/wifi-on-board-how-does-in-flight-wifi-work/>.



See e.g., <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.

How to connect to Wi-Fi

Phone or tablet:

1. Enable airplane mode and connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

Laptop:

1. Connect to the 'aainflight.com' Wi-Fi signal
2. If you're not redirected, open a browser and enter aainflight.com

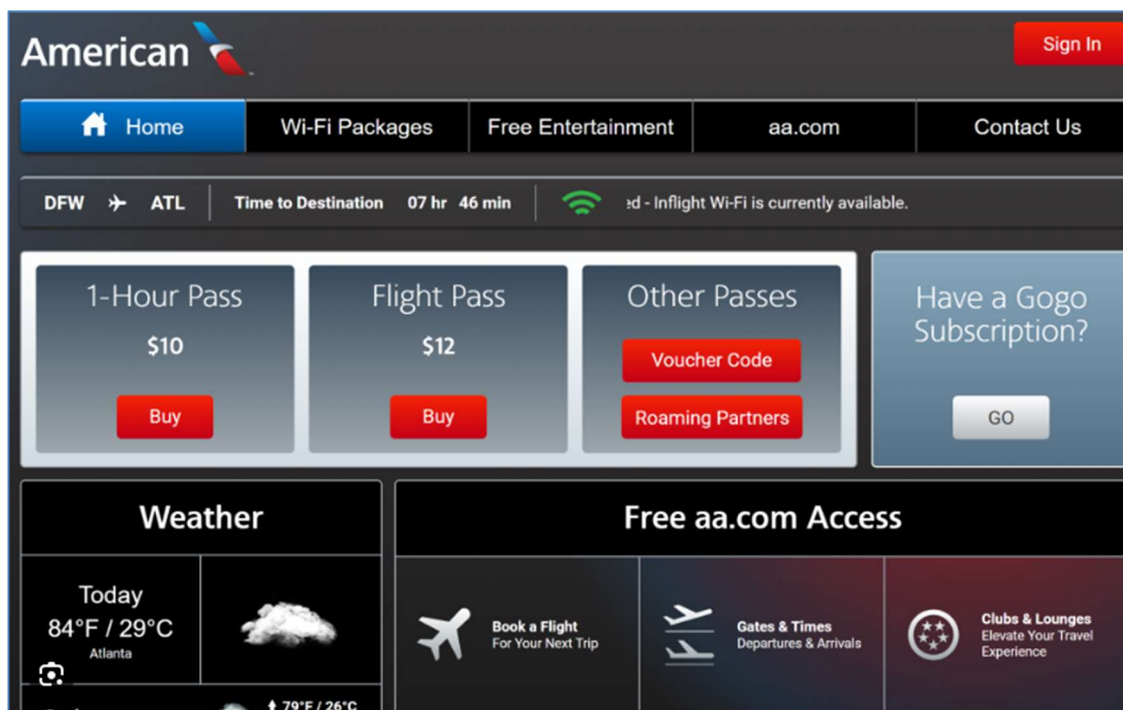
Pay as you fly

Wi-Fi is available on almost all routes for as little as \$10.

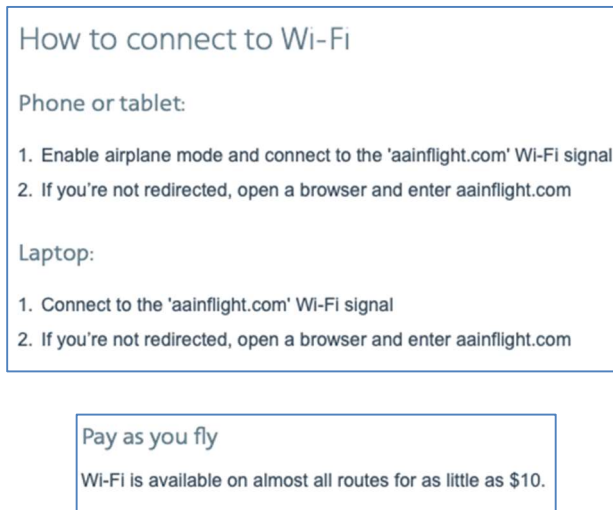
See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

50. On information and belief, one or more components of the American Airlines Wi-Fi System practices and provides a method for validating a credit card (e.g.,

a credit card associated with an account that is used to pay for American Airlines Wi-Fi Products and Services) over a wireless data network wherein storing further comprises storing the credit card validation reply message (*e.g.*, a message that confirms that a credit card belonging to an American Airlines passenger has been successfully used to pay for one or more American Airlines Wi-Fi Products and Services) in a database that includes a directory structure for associating the wireless device with the credit card validation reply message.



See *e.g.*, <https://thepointsguy.com/news/state-of-american-airlines-wifi/>.



See e.g., <https://www.aa.com/i18n/travel-info/experience/entertainment/wi-fi-and-connectivity.jsp>.

JURY DEMANDED

51. Pursuant to Federal Rule of Civil Procedure 38(b), Advanced Transactions hereby requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

Advanced Transactions respectfully requests this Court to enter judgment in Advanced Transaction's favor and against American Airlines as follows:

- a. finding that American Airlines has infringed one or more claims of the '460 patent under 35 U.S.C. § 271(a);
- b. finding that American Airlines has infringed one or more claims of the '351 patent under 35 U.S.C. § 271(a);
- c. awarding Advanced Transactions damages under 35 U.S.C. § 284, or otherwise permitted by law;

- d. awarding Advanced Transactions pre-judgment and post-judgment interest on the damages award and costs;
- e. declaring that this case is exceptional and awarding costs of this action (including all disbursements) and attorney fees pursuant to 35 U.S.C. § 285, or as otherwise permitted by the law; and
- f. awarding such other costs and further relief that the Court determines to be just and equitable.

Dated: June 16, 2023

Respectfully submitted,

/s/ Zachary H. Ellis

Zachary H. Ellis*

Texas State Bar No. 24122606

zellis@daignaultiyer.com

Tel. 512-829-7992

Of Counsel:

Ronald M. Daignault (*pro hac vice* to be filed)*

Chandran B. Iyer (*pro hac vice* to be filed)

Oded Burger (*admitted to practice*)*

Tedd W. Van Buskirk (*pro hac vice* to be filed)*

rdaignault@daignaultiyer.com

cbiyer@daignaultiyer.com

oburger@daignaultiyer.com

tvanbuskirk@daignaultiyer.com

DAIGNAULT IYER LLP

8618 Westwood Center Drive - Suite 150

Vienna, VA 22182

*Attorneys for Plaintiff Advanced Transactions,
LLC*

**Not admitted to practice in Virginia*